

RESOLUTION NO. 91-100

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A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE MAINTENANCE AND ENERGY AGREEMENT
WITH THE STATE OF CALIFORNIA FOR TRAFFIC SIGNAL
AT KETTLEMAN LANE AND MILLS AVENUE

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WHEREAS, the Lodi City Council adopted Resolution 91-90 on May 15, 1991 approving Program Supplement No. 033 to the Local Agency/State Agreement with the Department of Transportation for the installation of a traffic signal at Kettleman Lane and Mills Avenue, using Federal-Aid Urban (FAU) funds;

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve Cooperative Agreement No. 10-852 with the State of California, Department of Transportation for the sharing of costs for the maintenance and energy used at this signal after the project has been completed; and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby authorize the City Manager and City Clerk to execute the subject documents on behalf of the City of Lodi.

Dated: June 5, 1991

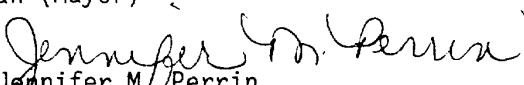
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
I hereby certify that Resolution No. 91-100 was passed and adopted by the Lodi City Council in a regular meeting held June 5, 1991 by the following vote:

Ayes: Council Members - Pennino, Pinkerton, Sieglock and Snider

Noes: Council Members - None

Absent: Council Members - Hinchman (Mayor)


Jennifer M. Perrin
Deputy City Clerk

 Alice M. Reimche
City Clerk

10-SJ-12-15.68
Signals at the Intersection
of Mills Ave with Route 12
(Kettleman Lane)
Agreement No. 10-852
10351 - 431508

THIS AGREEMENT, ENTERED INTO ON _____ is
between the STATE OF CALIFORNIA, acting by and through its
Department of Transportation, referred to herein as STATE, and

CITY OF LODI
a body politic and a municipal
corporation of the State of
California, referred to herein as
CITY.

RECITALS

(1) STATE and CITY contemplate installing traffic control signal system and safety lighting at the intersection of Mills Avenue with Route 12 (Kettleman Lane), referred to herein as "PROJECT", and desire to specify the terms and conditions under which such systems are to be installed, financed, and maintained.

(2) CITY proposes to perform subsurface construction work within said State Highway and STATE requires that said work be accomplished in accordance with STATE's Policy on High and Low Risk Underground Facilities Within Highway Rights of Way".

SECTION I

CITY AGREES:

(1) To fund one hundred (100) percent of all preliminary, design engineering, and construction costs, but not limited to, costs for preparation of contract documents and advertising and awarding the project construction contract.

(2) To identify and locate all high and low risk underground facilities within the project area and protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". Costs of locating, identifying, protecting or otherwise providing for such high and low risk facilities shall be distributed and borne in the same manner as described in Section III, paragraph (5/6). CITY hereby acknowledges the receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way" and agrees to construct the PROJECT in accordance with such Policy.

(3) To construct the PROJECT in accordance with plans and specifications of CITY, to the satisfaction of and subject to the approval of STATE.

(4) To reimburse STATE for CITY's proportionate share of the cost of maintenance and operation of said traffic control signal system and safety lighting, such share to be an amount equal to 33% of the total costs.

(5) To apply for necessary encroachment permits for work

within State Highway rights of way, in accordance with STATE's standard permit procedures.

(6) To retain or cause to be retained for audit for STATE or other government auditors for a period of three (3) years from date of final payment all records and accounts relating to construction of the PROJECT.

SECTION II

STATE AGREES:

(1) To provide free of charge, to the CITY, California Type 170 Controller Assembly. Said controller to be used in constructing PROJECT.

(2) To maintain and operate the entire traffic control signal system and safety lighting as installed and pay an amount equal to 67% of the total cost.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds all applicable procedures and

policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY UNDER OR IN CONNECTION WITH ANY WORK, AUTHORITY OR JURISDICTION NOT DELEGATED TO state under this agreement. It is also agreed that, pursuant to Government Section 895.4 CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

(4) Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

(5) Upon completion of all work under this agreement, ownership and title to all electrical materials, signal equipment

and appurtenances installed will be jointly shared in the ratio of 67% STATE and 33% CITY, and no further agreement will be necessary to transfer ownership.

(6) If existing public and/or private utilities conflict with the construction of the PROJECT, CITY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. CITY will inspect the protection, relocation or removal of such utilities. If there are costs of such protection, relocation or removal which STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal in the amount of 67% STATE and 33% CITY.

(7) That, in the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer, and STATE may, at no cost to CITY furnish a representative, if it so desires, and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's engineer shall prevail on work within STATE's right of way.

(8) That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or whichever is earlier

in time; however, the ownership and maintenance clauses shall remain in effect until terminated in writing by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

ROBERT BEST
Director of Transportation

By _____
District Director

APPROVED AS TO FORM AND PROCEDURE

Attorney
Department of Transportation

CERTIFIED AS TO FUNDS AND PROCEDURE

District Accounting Administrator

CITY OF LODI

By David D. [Signature]
Mayor

Attest Wm. M. Bunch
City Clerk

Approved as to form BN McNatt
Bob McNatt
City Attorney

Date: 6/6/91